



County of Los Angeles CHIEF EXECUTIVE OFFICE

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Chief Executive Officer

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MICHAEL D. ANTONOVICH
Fifth District

October 30, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

DEPARTMENT OF CORONER: APPROVAL OF MASTER AGREEMENTS FOR AS-NEEDED MEDICAL LABORATORY AND HISTOPATHOLOGY SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director, Department of Coroner, to execute as-needed Medical Laboratory and Histopathology Service master agreements, substantially similar to Exhibits I and II. The initial term of the master agreements will become effective upon Board approval and expire on June 30, 2008. The agreements include renewal options to extend for up to five (5) additional one-year, and six (6) month-to-month periods, for a maximum term of six (6) years and six (6) months, expiring no later than December 30, 2013.
2. Authorize annual expenditures for the agreements at the following amounts: 1) Medical Laboratory Services for \$90,000; and 2) Histopathology Services for \$250,000 at a total annual cost of \$340,000.
3. Delegate authority to the Director, Department of Coroner, to execute agreements substantially similar to Exhibits I and II, with new and qualified medical laboratories that contain a one (1) year term, with the option to extend for up to five (5) one-year periods and six (6) month-to-month periods expiring no later than December 30, 2013, and execute applicable administrative amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, the Board is enabling the Department to execute agreements with qualified medical laboratories to obtain on an as-needed basis, specialized drug testing and histopathology services as part of the autopsy function, in appropriate cases.

Furthermore, the recommended actions will provide the Department with a method of ensuring reliable and timely specimen pick-up, processing and analysis reporting, as applicable, from independent laboratories to assist County Physicians in investigating and determining cause or mode of death, in appropriate cases.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal 1: Service Excellence; Goal 3: Organizational Effectiveness; and Goal 4: Fiscal Responsibility.

FISCAL IMPACT/FINANCING

The estimated fiscal year (FY) cost for as-needed Medical Laboratory Services is \$90,000; and for as-needed Histopathology Services is \$250,000. The funds are available in the Coroner's departmental budget and will be encumbered annually during each FY for the duration of the agreements and renewal years, if renewal options are exercised.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 27491, the Department is charged with inquiring into and determining the circumstances, manner, and cause of all violent, sudden, unattended, or unusual deaths. The Coroner has the discretion to determine the extent of the inquiry into any death within his jurisdiction.

The Department has determined that agreements, substantially similar to Exhibits I and II are exempt from (Proposition A) requirements under County Code Section 2.121.250.A.4, in that the Medical Laboratory and Histopathology Services are needed on a part-time and intermittent basis. The Department only requires both services in appropriate cases and contractors will work only on an as-needed basis.

The as-needed Medical Laboratory and Histopathology Services master agreements, substantially similar to Exhibits I and II, satisfy traditional Civil Service exceptions permitting agreements which are exempt under the provisions of Proposition A under County Code Section 2.121.250.A.4.

These agreements are in compliance with County contracting policies and procedures, as set forth by your Board.

CONTRACTING PROCESS

On August 24, 2007, the Department released a solicitation for as-needed Medical Laboratory Services. The Department will release a solicitation for as-needed Histopathology Services no later than October 30, 2007. Advertisement of the solicitation for as-needed Medical Laboratory Services was posted on the Internal Services Department Purchasing and Contracting website, mailed to prospective vendors, and provided electronically upon request. The Department will follow the same advertisement procedure for the Histopathology Services solicitation.

The Department will be responsible for negotiating rates with contractors, not to exceed the Department's budgeted amount for respective services, as appropriate, and screening all interested firms to ensure that they are qualified to perform the required services.

The Department will execute agreements with qualified laboratories, similar to Exhibits I and Exhibit II, which are exempt under the Proposition A, and satisfy traditional exceptions to the Civil Service requirements, on an as-needed basis.

Exhibits I and II have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will ensure continued critical services, in appropriate cases, which require as-needed Medical Laboratory and Histopathology Services as part of the Department's inquest to determine cause and mode of death.

The Honorable Board of Supervisors
October 30, 2007
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It is requested that the Executive Officer/Clerk of the Board, return two (2) signed copies of the approved Board letter to Ms. Elizabeth Seung, Contracts Manager, Department of Coroner, 1104 North Mission Road, Los Angeles, California 90033.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", with a long horizontal flourish extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
ATH:LS:yjf

Attachments

c: Joseph Muto, Chief, Forensic Laboratory Division
Robert Ragland, Senior Deputy, County Counsel

Medical.Laboratory.and Histo.Services.bl

EXHIBIT I

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF CORONER

AND

(CONTRACTOR)

FOR

AS-NEEDED MEDICAL LABORATORY SERVICES

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**Appendix B
Model Master Agreement**

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF CORONER
AND**

**_____
FOR
AS-NEEDED MEDICAL LABORATORY SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 200_ by and between the County of Los Angeles, Department of Coroner hereinafter referred to as "Department" and _____, hereinafter referred to as Contractor, for as-needed Medical Laboratory Services required by the County's Chief Medical Examiner-Coroner (hereinafter "Coroner") who conducts medico-legal investigations in certain deaths.

RECITALS

WHEREAS, the County may contract with private businesses for Medical Laboratory Services when certain requirements are met; and

WHEREAS, the Coroner requires Medical Laboratory Services in selected Coroner cases;

WHEREAS, the Department has found that the Contractor has the ability based upon previous experience and has met the qualifications to provide Medical Laboratory Services required, and

WHEREAS, the Coroner has selected the Contractor who has proposed and desired to provide Medical Laboratory Services to the Coroner;

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director, Department of Coroner (hereinafter "Director") and County's Chief Medical Examiner-Coroner or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B- County's Administration
- 1.3 EXHIBIT B1 -Contractor's Administration
- 1.4 EXHIBIT C - Contractor's EEO Certification
- 1.5 EXHIBIT D - Jury Service Ordinance
- 1.6 EXHIBIT E - Safely Surrendered Baby Law

- 1.7 EXHIBIT F- Sample Work Order Formats
- 1.8 EXHIBIT G - Forms Required Before Work Begins
- 1.9 EXHIBIT H - Subsequent Executed Work Orders
- 1.10 EXHIBIT I - Price Schedule

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 **County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.4 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement. Responsible for coordinating and monitoring the Work Order.
- 2.5 **Day(s):** Calendar day(s) unless otherwise specified.

- 2.6 **Director:** Department of Coroner "Director"
- 2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.9 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Coroner.
- 2.10 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.11 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.12 **Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.13 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Statement of Work. No work shall be performed by Contractors except in accordance with an executed Work Order.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders shall be priced at the fixed rates set forth in Exhibit I, Price Schedule. Each Work Order shall describe in the particular type of test required for the performance thereof. Payment for all

work shall be on a fixed priced basis, subject to the Total Maximum Amount specified on each individual Work Order.

- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 Failure of Contractor to provide a response to County within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 County shall execute the Work Order by and through the Department of Coroner staff identified in this Master Agreement. It is understood by Contractor that County has, or may enter into agreements with other providers of said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in this Agreement.
- 3.6 Following County's execution of a Work Order, Contractor must be available to meet County's required turnaround time specified in the Work Order. Inability of Contractor to comply with the turnaround time may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under Sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.41, Termination For Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Director, Department of Coroner and County's Chief Medical Examiner-Coroner or his designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2008 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to five (5) additional one-year periods and six (6) month to month extensions. Each such option and extension shall be exercised at the sole discretion of the Director, Department of Coroner or his designee as authorized by the Board of Supervisors. The term of the Master Agreement shall expire no later than December 30, 2013.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department of Coroner by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation,

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

5.4.1 County shall reimburse Contractor in consideration of the services performed under this Agreement. Contractor shall invoice County monthly, no longer than thirty (30) days in arrears, from the date the test analysis report is received by the County in accordance with the terms, conditions, and at the rates set forth in Exhibit I, Price Schedule.

5.4.2 Payment for all work shall be on a fixed price basis at the rates set forth in Exhibit I, Price Schedule, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Sub-paragraph 8.24, Liquidated Damages.

5.4.3 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director, who shall be responsible for evaluating Contractor's

performance before approval of work and/or payment of invoices is permitted.

5.4.4 Invoices under this Master Agreement shall be submitted to:

County of Los Angeles

Department of Coroner

Attn: Accounting Section

1104 N. Mission Road

Los Angeles, CA 90033

5.4.5 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Coroner case number;
- Type of work performed;
- Individual amount being billed for each test; and the total amount of the invoice.

6.0 **ADMINISTRATION OF MASTER AGREEMENT - COUNTY**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit B*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 **Department of Coroner, Director**

The Director has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department of Coroner and Contractor.

6.2 **County's Project Director**

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.3.1 The responsibilities of the Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor assigned to the Work Order, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- provide direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Project Manager is not authorized to make any changes in Work Order rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Sub-paragraph 8.1.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit B1*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in *Exhibit B1*. Contractor shall promptly notify County in writing of any change in the name(s) or address (es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Contractor's Staff Identification

All Contractor's assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

7.4 Background and Security Investigations

7.4.1 All Contractor's performing work under this Master Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement.

County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting.

7.4.2 If the Contractor does not pass the background clearance investigation, the County may request that the Contractor be immediately removed from working on the County Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor any information obtained through the County's background clearance investigation.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The Contractor shall comply with all confidentiality provisions of this Master Agreement.

7.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 ADDITIONAL TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of

certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director, Department of Coroner.

- 8.1.2 The Director, Department of Coroner or his designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Director, Department of Coroner.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

8.4.1 The Contractor shall investigate all verbal and written complaints submitted by County. Contractor shall notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.4.2 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.3 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees,

agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program:

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit D* and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other

direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 INTENTIONALLY OMITTED

8.10 INTENTIONALLY OMITTED

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the

Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County

may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall

present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to

comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after

Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in FEDERAL and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by FEDERAL and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.20 INDEPENDENT CONTRACTOR STATUS

8.20.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.20.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.21 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.22 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.22.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attn: Contracts Section

prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.22.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.22.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Master Agreement upon which the County may immediately terminate or suspend this Master Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to

the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.22.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.

8.22.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.22.6 Insurance Coverage Requirements for Subcontractors:
The Contractor shall ensure any and all subcontractors

performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.23 INSURANCE COVERAGE REQUIREMENTS

8.23.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.23.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.23.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore

and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24 LIQUIDATED DAMAGES

8.24.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.24.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars \$100 per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.24.3 The action noted in Sub-paragraph 8.24.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.24.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in Sub-paragraph 8.24.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.25 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same

goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

8.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.26.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.
- 8.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.26 when so requested by the County.
- 8.26.7 If the County finds that any provisions of this Sub-paragraph 8.26 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to

the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.27 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.28 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.29 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director, Department of Coroner or designee shall resolve it.

8.30 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, if any, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with

the requirements set forth in Internal Revenue Service Notice No. 1015.

8.31 Notice to Employees Regarding the SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, if any, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits B, County's Administration and B1, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, Department of Coroner or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

- 8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.36 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.35 PUBLICITY

- 8.35.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except

as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank

statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work

performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.38 SUBCONTRACTING

8.38.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.41 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.40 TERMINATION FOR CONVENIENCE

8.40.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master

Agreement, as identified in such notice;

- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Sub-paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.41 TERMINATION FOR DEFAULT

8.41.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.41.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph

8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.41.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.41.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet

the required performance schedule. As used in this Sub-paragraph 8.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.41.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.41, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.41, or that the default was excusable under the provisions of Sub-paragraph 8.41.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.40 - Termination for Convenience.

8.41.5 The rights and remedies of the County provided in this Sub-paragraph 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.42 TERMINATION FOR IMPROPER CONSIDERATION

8.42.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.42.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.42.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.43 TERMINATION FOR INSOLVENCY

8.43.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.43.2 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.45 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.46 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.47 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.48 WARRANTY AGAINST CONTINGENT FEES

8.48.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.48.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED MEDICAL LABORATORY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Department of Coroner and Chief Medical Examiner-Coroner and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2007.

COUNTY OF LOS ANGELES

By _____
Anthony T. Hernandez
Director, Department of Coroner

CONTRACTOR

By _____
Signature

Print

Title

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Senior Deputy County Counsel

**COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER**

APPENDIX A

**STATEMENT OF WORK
FOR
MEDICAL LABORATORY SERVICES**

AUGUST, 2007

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ATTACHMENTS

1	REQUIRED TESTS
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APPENDIX A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The County of Los Angeles, Department of Coroner ("Coroner") requires medical laboratory services from qualified Contractors to provide diagnostic analyses of biological specimens from decedents for the purpose of assisting County physician(s) in determining the cause or mode of death, in appropriate cases. The tests required by the Coroner may include, but are not limited to those listed in Attachment 1, Required Tests. The Contractor will be responsible for specimen pick up, analysis and providing a hard copy report of those analyses to the County. County will be responsible for collecting the specimens and preparing them for pickup by the Contractor.

The Contractor providing medical laboratory services to the County must be Clinical Laboratory Improvement Act (CLIA) certified and State licensed to provide medical laboratory services. The Contractor must demonstrate its compliance with the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor must employ appropriate and sufficient number of personnel, including, but not limited to, a full-time laboratory director, pathologist(s), clinical laboratory scientists (CLS), all of whom must have the required credentials, licenses and certificates.

2.0 FACILITIES AND SPECIFIC TASKS

Contractor shall pick up and transport all general test specimens, as ordered by the Coroner, from the location designated below, using its own vehicles, or common carrier approved by County:

County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033

The Coroner's Forensic Science Laboratory Division will provide the Contractor with specimens that are appropriately labeled, prepared for testing, and packed for pick up. Contractor shall submit all test results to the Coroner Forensic Science Laboratory Division.

3.0 QUALITY CONTROL

3.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Coroner a consistently high level of service throughout the term of the Agreement that meet, or exceed, all requirements of the College of American Pathologists (CAP), CLIA and any other appropriate accreditation or licensing agency. The Plan shall include, but is not limited to the following:

3.1.1 Method of monitoring to ensure that tests conducted are in compliance with the requirements set forth by CAP, CLIA, or any other appropriate accreditation or licensing agency;

3.1.2 The Quality Control Plan shall include, but is not limited to, the following information:

1. Specific activities to be monitored;
2. Methods of monitoring to include methods of verifying authenticity of reports and methods to ensure quality of services;
3. Frequency of monitoring;
4. Samples of forms to be used in monitoring;
5. Job title and level of personnel performing monitoring functions.

- 3.1.3 Contractor shall have an ongoing system of quality assurance/improvement and shall keep quality control records and records of all inspections conducted by Contractor. These records, which must include, but is not limited to, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to Coroner upon request.
- 3.2 The Contractor shall have an ongoing system of quality assurance/improvement, and shall keep quality control records in accordance with Federal and State regulations on each laboratory test it performs, which shall include, but not limited to, methods for determination of test accuracy and for determination of test reproducibility. The Contractor shall also participate in national proficiency survey programs and in the publication of a detailed procedures manual, or manuals, describing the tests performed in the Contractor's laboratory.
- 3.3 County's representatives shall have access to these records when such access is required for the administration or audit of this Agreement. The Contractor shall be prepared to provide details of its procedures used, including documentation of source material, accuracy, sensitivity, specificity, and precision for each test provided; shall provide periodic publication of normal ranges (or reference limits), including mean values and standards of deviations, or ninety-five percent (95%) confidence limits, whichever is appropriate; and shall provide accurate information regarding proper preservation of samples, as well as any alterations of the sample which may interfere with tests or proper interpretation of test results.
- 3.4 County Inspection

Contractor shall be prepared to make its personnel, facilities, and techniques available for inspection at reasonable times without prior notice by representatives of the Coroner, County's Auditor-Controller and/or the State Department of Health Services, if applicable, to review the medical laboratory services.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in the Agreement.

4.1 Contract Discrepancy Report

Verbal notification of a contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

County's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County's Project Manager within ten (10) workdays.

4.2 County Observations

In addition to departmental contract staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

- 5.1 Assay: An analysis of a laboratory test.
- 5.2 Medical Laboratory Services: The services provided by Contractor under this Agreement including, but not limited to the following: 1) maintaining proper accreditations and licenses to operate as a high complexity clinical laboratory; 2) picking up decedent test specimens for analysis from Coroner location designated in Paragraph 2.0; 3) maintaining the integrity of test specimens during transport, testing and analysis; 4) reporting test results in numerical format, interpretive results, if required, and other related test information both verbally by phone and by hardcopy printed report sent by a computer to computer interface for critical value test results; 5) submitting proper billing and other special reports as may be required by Coroner; and 6) participating in periodic quality assurance/improvement reviews and correcting any deficiencies as found by Coroner or any accreditation or licensing agencies.
- 5.3 Turnaround Time (TAT): The interval of time from when the specimens are picked up from Coroner facility, or Contractor has been notified to pick up specimens to the time the printed test results are returned to Coroner by Contractor.

For routine tests (i.e., laboratory tests that are neither Critical Value or STAT), it is the interval from the scheduled pick up day and time as specified in this Statement of Work to the time the results are transmitted to Coroner. For routine tests, the TAT is five (5) work days.

For STAT tests, it is the interval from the time Contractor has been notified to pick up the STAT specimen(s) to the time the printed STAT test result is transmitted to Coroner. For STAT tests required by the Coroner, the TAT time is a maximum twenty-four (24) hours.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

6.1 County Personnel

The County will administer the Agreement according to Appendix B, Sample Agreement, Paragraph 6.0 (Administration of Master Agreement – County). Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Appendix B Sample Agreement, Sub Paragraph 8.1 (Amendments).

6.2 Furnished Items

- 6.2.1 The Coroner will provide the Contractor with specimens that are appropriately labeled, prepared for testing, and packed for transport. These specimens will be for routine and STAT tests, as ordered by Coroner. For STAT tests, Coroner will clearly label or tag each test vial and envelope as "STAT" so Contractor will begin the testing process when the STAT specimens are received at the Contractor's laboratory. Coroner staff will ensure the integrity of the specimens at all stages of preparation prior to transport, keeping specimens at room temperature, body temperature, refrigerated or frozen as required.

6.3 Project Manager

- 6.3.1 The Contractor shall provide a full-time Project Manager. The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Contractor's Project Manager, who must demonstrate previous experience in the management of work requirements for projects similar in size and complexity, shall act as a central point of contact with County's Project Manager on matters relating to Agreement requirements.

6.3.3 Contractor's Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the Agreement. The Project Manager shall be able to effectively communicate, in English, both orally and in writing.

6.4 Contractor Personnel

6.4.1 The Contractor shall have at least one (1) full-time laboratory director who meets CLIA qualification requirements for laboratories conducting high complexity testing and has at least three (3) years experience supervising or directing high complexity testing.

Contractor's laboratory director must be available to consult with County's Project Director and/or County's Project Manager by phone to discuss laboratory testing matters, including, but not limited to, receipt of tests/specimens, testing methodology, results, reports and all other service related information. If approved by County's Project Director, Contractor may have more than one (1) full-time laboratory director to fulfill the requirement.

6.4.2 Contractor shall employ sufficient numbers of full-time California licensed physicians and Ph.D. scientists commensurate with the complexity, diversity and quality of the tests performed to

supervise and review the accuracy of the laboratory tests and work performed by Contractor's laboratory staff, and to read and render final interpretations of test results.

- 6.4.3 The Contractor shall assign a sufficient number of full-time State-licensed clinical laboratory scientists and other laboratory personnel to perform the necessary tests. At least one employee on site shall be authorized to act for Contractor on technical issues and must speak and understand English.
- 6.4.4 Contractor shall ensure that all of its specimen pickup drivers, whether employed or hired, have: 1) valid California driver's licenses, 2) satisfactory driving records, and 3) are trained in bio-hazardous materials handling and spill cleanup.
- 6.4.5 Contractor's employees providing services under this Agreement may undergo a criminal background check conducted by the Coroner. The Coroner may evaluate the classification of crime(s) committed, dates committed, and analyze the criminal behavior pattern. This check is independent of Contractor's background and security procedures and policies.

The Coroner will not allow anyone with a criminal conviction of any kind to provide services under this Agreement. The County reserves the right to require the Contractor to remove any such employee immediately from performing work under this Agreement. County's Project Manager shall have the discretion to determine the suitability of Contractor's employees for providing services under this Agreement. This does not preclude Contractor from employing such individuals for other non-County projects or contracts.

6.5 Uniforms/Identification Badges

- 6.5.1 Contractor employees assigned to pick up specimens from the locations designated in Paragraph 2.0 must at all times wear an appropriate uniform and/or display a photo identification badge from the Contractor or courier service. At a minimum, uniform should consist of a shirt with the company name on it. All uniforms, as required and approved by County's Project Director or County's Project Manager, will be provided by and at Contractor's expense.
- 6.5.2 The Contractor shall furnish and require that every on-duty employee assigned to pick up specimens wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

6.6 Materials and Equipment

The purchase of all materials, laboratory, and data handling equipment to provide the needed services is the responsibility of the Contractor. Contractor shall ensure that the operation and maintenance of the laboratory equipment will assure satisfactory performance of required tests. Contractor shall ensure that the materials and equipment used are safe for the environment and safe for use by its employees.

6.7 Training

- 6.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment and hazardous waste disposal. All equipment shall be checked for safety by Contractor's laboratory operations supervisory staff daily. All employees must wear safety

and protective gear according to OSHA standards and Federal and State regulations for clinical laboratories.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received regarding the Contractor's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

7.0 WORK SCHEDULES

- 7.1 Contractor shall ensure that all laboratory tests, including critical value and STAT tests will be available on an appropriate production schedule, as needed to meet the Coroner's established TAT.
- 7.2 Most of the tests required by Coroner are for general laboratory tests and are considered routine, in which the Coroner's required TAT is five (5) work days.
- 7.3 In the event of urgent or emergency situations, Coroner requires test results almost immediately. These are referred to as STAT test. STAT test must be prepared and processed separately from the routine tests.
- 7.4 For STAT tests required by the Coroner, the TAT time is a maximum twenty-four (24) hours, unless otherwise indicated by Coroner.

8.0 UNSCHEDULED WORK

- 8.1 From time to time, County's Project Manager may authorize the Contractor to perform unscheduled work.

- 8.2 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the specified turnaround time.

9.0 SPECIFIC WORK

9.1 Contractor Requirements

- 9.1.1 All tests listed in Attachment 1 shall be available and performed in Contractor's laboratory, unless otherwise approved by County's Project Director to be performed elsewhere, as required by this Agreement. The Coroner reserves the right to utilize the services of other laboratories, at anytime.
- 9.1.2 County's Project Manager may require Contractor to perform tests not specified in Attachment 1, but which are contained in Contractor's published commercial fee schedule.
- 9.1.3 Contractor shall pick up and transport all general test specimens, as ordered by the Coroner, from the location designated in Paragraph 2.0, using its own vehicles, or common carrier approved by County. Since several hours may elapse between the time the specimens are picked up at the designated location to the delivery to Contractor's laboratory, depending upon the pickup route and schedule, the Contractor shall ensure the integrity of the specimens during transport from the pick up site to Contractor's laboratory by keeping specimens at appropriate temperatures: room temperature (25° C/72-75° F), body temperature (35-37° C/98.6° F), refrigerator temperature (4° C/32° F), or frozen (-20° C/-6° F).
- 9.1.4 The Contractor shall ensure that all test samples are handled under properly controlled and secured conditions at all times,

including but not limited to, specimen pickup, transportation, return to Contractor's laboratory, test preparation, testing, and analysis, as needed to maintain the integrity and security of the test specimens to be analyzed, and as required to achieve, or verify, accurate test results.

- 9.1.5 The Contractor shall provide to the Coroner upon request, all bottles, carriers, cold and warm packs, vials, and other supplies required to stabilize samples and maintain sample integrity in transit to its laboratory. Such supplies shall be provided within seven (7) days of the request by Coroner at no additional cost to the Coroner. All supplies regularly available to Contractor's regular commercial customers shall be made available to Coroner, upon request.
- 9.1.6 The Contractor shall provide all laboratory test equipment, office equipment, supplies and personnel, as needed, to provide services specified in this Statement of Work.
- 9.1.7 Contractor shall either own, lease, or rent, at its own expense, a medical laboratory facility, preferably located in Los Angeles County, that is specifically designed to run tests and analyze test samples.
- 9.1.8 The Contractor shall maintain records for all services performed for a period no less than five (5) years, or as required by law.

9.2 Test Results

The Contractor must analyze test results for all routine and STAT specimens. These results must be reported as a hard copy back to the Coroner.

9.3 Reporting Turnaround Times

The turnaround times (TAT) for reporting test results shall be as follows:

1. For routine test, the TAT shall not exceed the required time more than ten percent (10%) of the time per month.
2. Contractor shall prioritize test requests so that STAT orders will supersede routine test orders. The TAT for reporting the STAT tests results are:
 - a. The TAT for STAT orders must not exceed a maximum of twenty-four (24) hours from the time the Contractor is notified of a specimen pick up more than five percent (5%) of the time per month.
 - b. The pick up time from the Coroner for STAT specimens must not exceed sixty (60) minutes from the time the Contractor is notified by Coroner more than ten percent (10%) of the time per month.

9.4 Reporting Test Results

1. General Laboratory Test results will be reported and sent to County in hard copy formats within the specified TAT. The printouts must, at a minimum, include Coroner Case Number, date, Coroner specimen (accession) number, name of requesting physician, date and time of specimen pick up, date and time of receipt by Contractor, date and time test completed, date and time of report, and report/result, with interpretation as necessary.

Report must contain all data and information, as applicable that are required by the State Department of Health.

3. For STAT test results, County shall be notified by telephone, fax, and hard copy. STAT test results shall include documentation of the name and title of County staff receiving the information, date and time of notification, the test results/interpretation, and name and title of Contractor's laboratory employee reporting the test results. Coroner's Forensic Science Laboratory Division Support Services can be reached by telephone at (323) 353-0530 and by fax at (323) 222-5171.

9.5 Subcontracting Due to Temporary Shut Down of an Assay Procedure

If the Contractor determines that it is temporarily [three (3) days or less] unable to perform a certain type of assay satisfactorily because of an "out of control" assay or instrument breakdown, Contractor may refer County specimens submitted for such assay to another licensed laboratory. Written notification to County's Project Manager will be required. Written County approval is required before Contractor can submit any specimens to another laboratory for testing, and then only under the following conditions:

1. Contractor shall be equally responsible to County for such subcontracting services as for services it provides directly;
2. Except as set forth in this Subparagraph 9.5, all tests and reporting requirements of this Agreement shall be the same for tests referred by the Contractor to an outside laboratory;

3. Contractor's reports of test results and billing shall clearly reflect the subcontractor laboratory that performed the test and the specific reason as to why Contractor could not perform the test;
4. If the Contractor determines that it will be necessary to use a subcontractor laboratory for more than three (3) consecutive days, Contractor shall give written notice to County's Project Manager within twenty four (24) hours of referral to the subcontractor laboratory.
5. The charges billed by Contractor for any services provided by a subcontractor laboratory under this Subparagraph 9.5 shall not exceed the charges billed to County when the services are directly provided to the County by the Contractor.
6. All subcontractor laboratories and their staff must meet all applicable licensure requirements of Federal and State laws.

10.0 REPORTING REQUIREMENTS

10.1 Contractor will provide an audit trail of laboratory contract activities in the area of tests requested and results reported. A list of services and the fees will be provided to County on a quarterly basis. The following reports must be submitted to County's Project Manager by the fifth (5) working day of every quarter.

10.2 At a minimum, Contractor shall provide the following quarterly report:

1. Quarterly Report:

All laboratory tests performed in the preceding three (3) months shall be sorted and listed by specimen (accession) number or at least by date of receipt to facilitate the auditing of the charges.

Data elements shall include, but is not limited to, the following elements:

- a. Decedent name;
- b. Coroner case number;
- c. Coroner specimen number;
- d. Date and time specimen received;
- e. Date and time test completed;
- f. Date and time test results reported;
- g. Test charges, including any applicable discount/year-to-date (total) charges

ATTACHMENT 1

The most common tests required by the Department of Coroner may include, but are not limited to the following:

1. Albuterol
2. Baclofen
3. Buprenorphine
4. Chloride
5. Clonazepam
6. Creatinine
7. Electrolyte Panels
8. Ethylene Glucol
9. Glucose
10. Heavy Metals
11. Hepatitis Panels
12. HIV
13. Lithium
14. Oxcarbazepine
15. Pediatric Screening
16. Potassium
17. Sodium
18. Tryptase

EXHIBIT II

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF CORONER

AND

(CONTRACTOR)

FOR

AS-NEEDED HISTOPATHOLOGY SERVICES

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**Appendix B
Model Master Agreement**

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF CORONER
AND

FOR
AS-NEEDED HISTOPATHOLOGY SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 200_ by and between the County of Los Angeles, Department of Coroner hereinafter referred to as "Department" and _____, hereinafter referred to as Contractor, for As-Needed Histopathology Services required by the County's Chief Medical Examiner-Coroner (hereinafter "Coroner") who conducts medico-legal investigations in certain deaths.

RECITALS

WHEREAS, the County may contract with private businesses for Histopathology Services when certain requirements are met; and

WHEREAS, the Coroner requires Histopathology Services in selected Coroner cases;

WHEREAS, the Department has found that the Contractor has the ability based upon previous experience and has met the qualifications to provide Histopathology Services required, and

WHEREAS, the Coroner has selected the Contractor who has proposed and desired to provide Histopathology Services to the Coroner;

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director, Department of Coroner (hereinafter "Director") and County's Chief Medical Examiner-Coroner or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B- County's Administration
- 1.3 EXHIBIT B1 -Contractor's Administration
- 1.4 EXHIBIT C - Contractor's EEO Certification
- 1.5 EXHIBIT D - Jury Service Ordinance
- 1.6 EXHIBIT E - Safely Surrendered Baby Law

- 1.7 EXHIBIT F- Sample Work Order Formats
- 1.8 EXHIBIT G - Forms Required Before Work Begins
- 1.9 EXHIBIT H - Subsequent Executed Work Orders
- 1.10 EXHIBIT I - Price Schedule

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.4 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement. Responsible for coordinating and monitoring the Work Order.
- 2.5 Day(s):** Calendar day(s) unless otherwise specified.

- 2.6 **Director:** Department of Coroner “Director”
- 2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 **Master Agreement:** County’s standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.9 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County’s Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Coroner.
- 2.10 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.11 **Statement of Qualifications (SOQ):** A Contractor’s response to an RFSQ.
- 2.12 **Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.13 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Statement of Work. No work shall be performed by Contractors except in accordance with an executed Work Order.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders shall be priced at the fixed rates set forth in Exhibit I, Price Schedule. Each Work Order shall describe in the particular type of test required for the performance thereof. Payment for all

work shall be on a fixed priced basis, subject to the Total Maximum Amount specified on each individual Work Order.

- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 Failure of Contractor to provide a response to County within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 County shall execute the Work Order by and through the Department of Coroner staff identified in this Master Agreement. It is understood by Contractor that County has, or may enter into agreements with other providers of said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in this Agreement.
- 3.6 Following County's execution of a Work Order, Contractor must be available to meet County's required turnaround time specified in the Work Order. Inability of Contractor to comply with the turnaround time may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under Sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.41, Termination For Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Director, Department of Coroner and County's Chief Medical Examiner-Coroner or his designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2008 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to five (5) additional one-year periods and six (6) month to month extensions. Each such option and extension shall be exercised at the sole discretion of the Director, Department of Coroner or his designee as authorized by the Board of Supervisors. The term of the Master Agreement shall expire no later than December 30, 2013.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department of Coroner by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation,

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

5.4.1 County shall reimburse Contractor in consideration of the services performed under this Agreement. Contractor shall invoice County monthly, no longer than thirty (30) days in arrears, from the date the test analysis report is received by the County in accordance with the terms, conditions, and at the rates set forth in Exhibit I, Price Schedule.

5.4.2 Payment for all work shall be on a fixed price basis at the rates set forth in Exhibit I, Price Schedule, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Sub-paragraph 8.24, Liquidated Damages.

5.4.3 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director, who shall be responsible for evaluating Contractor's

performance before approval of work and/or payment of invoices is permitted.

5.4.4 Invoices under this Master Agreement shall be submitted to:

County of Los Angeles
Department of Coroner
Attn: Accounting Section
1104 N. Mission Road
Los Angeles, CA 90033

5.4.5 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Coroner case number;
- Type of work performed;
- Individual amount being billed; and the total amount of the invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit B*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 Department of Coroner, Director

The Director has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department of Coroner and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.3.1 The responsibilities of the Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor assigned to the Work Order, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- provide direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Project Manager is not authorized to make any changes in Work Order rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Sub-paragraph 8.1.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit B1*.

The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in *Exhibit B1*. Contractor shall promptly notify County in writing of any change in the name(s) or address (es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Contractor's Staff Identification

All Contractor's assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

7.4 Background and Security Investigations

7.4.1 All Contractor's performing work under this Master Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement.

County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting.

7.4.2 If the Contractor does not pass the background clearance investigation, the County may request that the Contractor be immediately removed from working on the County Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor any information obtained through the County's background clearance investigation.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The Contractor shall comply with all confidentiality provisions of this Master Agreement.

7.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 ADDITIONAL TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of

certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director, Department of Coroner.

8.1.2 The Director, Department of Coroner or his designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Director, Department of Coroner.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

8.4.1 The Contractor shall investigate all verbal and written complaints submitted by County. Contractor shall notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.4.2 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.3 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees,

agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program:

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit D* and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other

direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 INTENTIONALLY OMITTED

8.10 INTENTIONALLY OMITTED

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the

Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County

may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall

present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to

comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after

Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in FEDERAL and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by FEDERAL and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.20 INDEPENDENT CONTRACTOR STATUS

- 8.20.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.20.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.21 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.22 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.22.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attn: Contracts Section

prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the County is to be

given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.22.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.22.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Master Agreement upon which the County may immediately terminate or suspend this Master Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such

required insurance coverage, and without further notice to the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.22.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.

8.22.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.22.6 Insurance Coverage Requirements for Subcontractors:

The Contractor shall ensure any and all subcontractors performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.23 INSURANCE COVERAGE REQUIREMENTS

8.23.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.23.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.23.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged

in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24 LIQUIDATED DAMAGES

8.24.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.24.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars \$100 per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.24.3 The action noted in Sub-paragraph 8.24.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.24.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in Sub-paragraph 8.24.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.25 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

8.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.26.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.

8.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or

because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.26 when so requested by the County.
- 8.26.7 If the County finds that any provisions of this Sub-paragraph 8.26 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.27 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.28 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.29 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director, Department of Coroner or designee shall resolve it.

8.30 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, if any, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.31 Notice to Employees Regarding the SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, if any, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits B, County's Administration and B1, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, Department of Coroner or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of

one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.36 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.35 PUBLICITY

8.35.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its

authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.38 SUBCONTRACTING

8.38.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.41 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.40 TERMINATION FOR CONVENIENCE

- 8.40.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Sub-paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.41 TERMINATION FOR DEFAULT

8.41.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.41.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.41.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.41.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be

furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.41.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.41, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.41, or that the default was excusable under the provisions of Sub-paragraph 8.41.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.40 - Termination for Convenience.

8.41.5 The rights and remedies of the County provided in this Sub-paragraph 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.42 TERMINATION FOR IMPROPER CONSIDERATION

8.42.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the

Contractor as it could pursue in the event of default by the Contractor.

8.42.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.42.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.43 TERMINATION FOR INSOLVENCY

8.43.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.43.2 The rights and remedies of the County provided in this Sub-paragraph 8.43 shall not be exclusive and are in addition to

any other rights and remedies provided by law or under this Master Agreement.

8.44 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.45 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.46 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this

Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.47 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.48 WARRANTY AGAINST CONTINGENT FEES

8.48.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.48.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED MEDICAL LABORATORY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Department of Coroner and Chief Medical Examiner-Coroner and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2007.

COUNTY OF LOS ANGELES

By _____
Anthony T. Hernandez
Director, Department of Coroner

CONTRACTOR

By _____
Signature

Print

Title

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Senior Deputy County Counsel

**COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER**

APPENDIX A

**STATEMENT OF WORK
FOR
HISTOPATHOLOGY SERVICES**

OCTOBER, 2007

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APPENDIX A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The County of Los Angeles, Department of Coroner ("Coroner") requires histopathology services from qualified Contractors to process post-mortem tissue specimens and prepare slides for microscopic examination for the purpose of assisting County physician(s) in determining the cause or mode of death, in appropriate cases.

The Contractor must be Clinical Laboratory Improvement Act (CLIA) certified and State licensed to provide histology services. The Contractor must demonstrate its compliance with the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor must employ appropriate and sufficient number of personnel, including, but not limited to, laboratory director, pathologist(s), histology technicians and histotechnologist all of whom must have the required credentials, licenses and certificates.

2.0 FACILITIES AND SPECIFIC TASKS

Contractor shall pick up and transport all tissue specimens, as ordered by the Coroner, from the location designated below, using its own vehicles, or common carrier approved by County:

County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033

The Coroner's Forensic Science Laboratory Division will provide the Contractor with tissue specimens that are appropriately labeled, and packed for pick up. Contractor shall process post-mortem tissue specimens and prepare slides for microscopic examination. Slide preparation shall include, but is not limited to cutting of blocks and performing hematoxylin-eosin (H&E) and other special stains and submit to the Coroner Forensic Science Laboratory Division.

3.0 QUALITY CONTROL

3.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Coroner a consistently high level of service throughout the term of the Agreement that meet, or exceed, all requirements of CLIA and any other appropriate accreditation or licensing agency. The Plan shall include, but is not limited to the following:

3.1.1 Method of monitoring to ensure that all work performed is in compliance with all applicable Federal and State laws and regulations and any other appropriate accreditation or licensing agency;

3.1.2 The Quality Control Plan shall include, but is not limited to, the following information:

1. Specific activities to be monitored;
2. Methods of monitoring to include methods of verifying authenticity of reports and methods to ensure quality of services;
3. Frequency of monitoring;
4. Samples of forms to be used in monitoring;
5. Job title and level of personnel performing monitoring functions.

3.1.3 Contractor shall have an ongoing system of quality assurance/improvement and shall keep quality control records and

records of all inspections conducted by Contractor. These records, which must include, but is not limited to, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to Coroner upon request.

- 3.2 The Contractor shall have an ongoing system of quality assurance/improvement, and shall keep quality control records in accordance with Federal and State regulations.
- 3.3 County's representatives shall have access to these records when such access is required for the administration or audit of this Agreement. The Contractor shall be prepared to provide details of its procedures used.
- 3.4 Contractor shall be prepared to make its personnel, facilities, and techniques available for inspection at reasonable times without prior notice by representatives of the Coroner, County's Auditor-Controller and/or the State Department of Health Services.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in the Agreement.

4.1 Contract Discrepancy Report

Verbal notification of a contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

County's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the

Contractor is required to respond in writing to the County's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County's Project Manager within ten (10) workdays.

4.2 County Observations

In addition to departmental contract staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

- 5.1 Histopathology Services: The services provided by Contractor under this Agreement including, but not limited to the following: 1) maintaining proper accreditations and licenses to operate as a high complexity clinical laboratory; 2) picking up post-mortem tissue specimens for processing from Coroner's Forensic Science Laboratory Division (location designated in Paragraph 2.0); 3) maintaining the integrity of tissue specimens during transport, and processing; 4) process post-mortem tissue specimens and prepare slides for microscopic examination. Slide preparation will include cutting of blocks and performing hematoxylin-eosin stains and special stains; 5) delivery of all tissue specimens, slides and blocks to Coroner's Forensic Science Laboratory Division; 6) submitting proper billing and other special reports as may be required by Coroner; and 7) participating in periodic quality assurance/improvement reviews and correcting any deficiencies as found by Coroner or any accreditation or licensing agencies.
- 5.2 Turnaround Time (TAT): The interval of time from when the tissue specimens are picked up from Coroner facility, or Contractor has been

notified to pick up tissue specimens to the time the slides, blocks or other work is returned to Coroner by Contractor.

Contractor shall complete all required work (including delivery) within seventy two (72) consecutive hours of the Contractor's pickup of work from the Department of Coroner.

Contractor shall provide twenty four (24) hour turnaround time processing of slides, including H&E and other special stains upon Coroner request.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

6.1 COUNTY

The County will administer the Agreement according to Appendix B, Sample Agreement, Paragraph 6.0 (Administration of Master Agreement – County). Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Appendix B Sample Agreement, Sub Paragraph 8.1 (Amendments).

6.2 COUNTY FURNISHED ITEMS

- 6.2.1 The Coroner will provide the Contractor with tissue specimens cassettes and labels for performing the work required under this Agreement.

6.3 CONTRACTOR PERSONNEL

- 6.3.1 Contractor shall employ sufficient numbers of full-time personnel commensurate with the quality of the work required in this Agreement to supervise and review the work accuracy of the work performed by Contractor's laboratory staff. At least one employee on site shall be authorized to act for Contractor on technical issues and must speak and understand English.
- 6.3.2 The Contractor shall have at least one (1) laboratory director who meets CLIA qualification requirements. Contractor's laboratory director must be available to consult with County's Project Director and/or County's Project Manager by phone to discuss work performed, including, but not limited to, receipt of tests/specimens, processing, reports and all other service related information. If approved by County's Project Director, Contractor may have more than one (1) laboratory director to fulfill the requirement.
- 6.3.3 The Contractor shall provide a full-time Project Manager. The Contractor shall provide a telephone number where the Project Manager may be reached Monday thru Friday from 6:00 a.m. – 4:00 p.m.
- 6.3.4 Contractor's Project Manager, who must demonstrate previous experience in the management of work requirements for projects similar in size and complexity, shall act as a central point of contact with County's Project Manager on matters relating to Agreement requirements.

- 6.3.5 Contractor's Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the Agreement. The Project Manager shall be able to effectively communicate, in English, both orally and in writing.
- 6.3.6 Contractor shall ensure that all of its specimen pickup drivers, whether employed or hired, have: 1) valid California driver's licenses, 2) satisfactory driving records, and 3) are trained in bio-hazardous materials handling and spill cleanup.
- 6.3.7 Contractor's employees providing services under this Agreement may undergo a criminal background check conducted by the Coroner. The Coroner may evaluate the classification of crime(s) committed, dates committed, and analyze the criminal behavior pattern. This check is independent of Contractor's background and security procedures and policies.
- 6.3.8 The Coroner will not allow anyone with a criminal conviction of any kind to provide services under this Agreement. The County reserves the right to require the Contractor to remove any such employee immediately from performing work under this Agreement. County's Project Manager shall have the discretion to determine the suitability of Contractor's employees for providing services under this Agreement. This does not preclude Contractor from employing such individuals for other non-County projects or contracts.

6.4 UNIFORMS/IDENTIFICATION BADGES

- 6.4.1 Contractor employees assigned to pick up specimens from the locations designated in Paragraph 2.0 must at all times wear an appropriate uniform and/or display a photo identification badge

from the Contractor or courier service. At a minimum, uniform should consist of a shirt with the company name on it. All uniforms, as required and approved by County's Project Director or County's Project Manager, will be provided by and at Contractor's expense.

- 6.4.2 The Contractor shall furnish and require that every on-duty employee assigned to pick up specimens wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

6.5 MATERIALS AND EQUIPMENT

- 6.5.1 The purchase of all laboratory materials and equipment to provide the required services is the responsibility of the Contractor. Contractor shall ensure that the operation and maintenance of the laboratory equipment will assure satisfactory work. Contractor shall ensure that the materials and equipment used are safe for the environment and safe for use by its employees.

6.6 TRAINING

- 6.6.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment and hazardous waste disposal. All equipment shall be checked for safety by Contractor's laboratory operations supervisory staff daily. All employees must wear safety and protective gear according to OSHA standards and Federal and State regulations for clinical laboratories.

6.7 CONTRACTOR'S OFFICE

6.7.1 The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 6:00 a.m. to 4:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received regarding the Contractor's performance of the Agreement. When the office is closed, an answering service or machine shall be provided to receive calls. The Contractor shall answer calls received by the answering service or machine within twenty four (24) hours of receipt of the call.

7.0 WORK SCHEDULES

- 7.1 Contractor shall ensure that all work will be performed on an appropriate production schedule, as needed to meet the Coroner's established TAT.
- 7.2 Contractor shall pickup tissue specimens upon written request by Coroner.
- 7.3 Most of the required work by Coroner is considered standard, in which the Coroner's required TAT is seventy two (72) hours or three (3) work days.
- 7.4 In the event of urgent or emergency situations, Coroner may request a twenty four (24) hour TAT.

8.0 SPECIFIC WORK

- 8.1 The Contractor responsibilities include, but are not limited to the following: pickup and delivery of post-mortem tissue specimens, slides and blocks, processing, imbedding, cutting and slide preparation, incubation, staining, mounting and labeling, prepare and maintain documents (logs and reports) regarding the quantity and quality of production.

A. Workload Reporting

Contractor shall submit a quarterly workload report for all work performed during the previous three months. Contractor shall submit the quarterly workload report within the first five days following each respective quarter. This report shall include the following:

- Coroner's Case Number
- Number of blocks picked up for each case
- Number of cassettes picked up for each case Date cassettes and blocks picked up for each case
- Number of blocks returned for each case
- Number of slides returned for each case
- Dated blocks and slides returned for each case

B. Billing

Contractor shall submit a monthly invoice within the first fifteen calendar days of each month. This invoice shall include the following:

- The billing period
- Coroner's Case Number
- Number of H &E slides prepared/processed
- Unit price for H &E slides
- Number of blocks cut
- Unit price for each block cut
- Number of special stains of each type prepared/processed
- Unit cost for each type of special stain
- Grand total charged for H & E slides
- Grand total charged for special stains
- Grand total charged for blocks cut
- Grand total charged for all work performed

- 8.2 Contractor shall perform all work in Contractor's laboratory, unless otherwise approved by County's Project Director to be performed elsewhere, as required by this Agreement. The Coroner reserves the right to utilize the services of other laboratories, at anytime.
- 8.3 Contractor shall pick up and transport all specimens, as ordered by the Coroner, from the location designated in Paragraph 2.0, using its own vehicles, or common carrier approved by County. Since several hours may elapse between the time the specimens are picked up at the designated location to the delivery to Contractor's laboratory, depending upon the pickup route and schedule, the Contractor shall ensure the integrity of the specimens during transport from the pick up site to Contractor's laboratory.
- 8.4 The Contractor shall ensure that all specimens are handled under properly controlled and secured conditions at all times, including but not limited to, specimen pickup, transportation, return to Contractor's laboratory, as needed to maintain the integrity and security of the work required under this Agreement.
- 8.5 The Contractor shall provide all laboratory equipment, office equipment, supplies and personnel, as needed, to provide services specified in this Agreement.
- 8.6 Contractor shall either own, lease, or rent, at its own expense, a laboratory facility, preferably located in Los Angeles County.
- 8.7 The Contractor shall maintain records for all services performed for a period no less than five (5) years, or as required by law.



County of Los Angeles CHIEF EXECUTIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://ceo.lacounty.gov>

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 30, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

DEPARTMENT OF CORONER: APPROVAL OF MASTER AGREEMENTS FOR AS-NEEDED MEDICAL LABORATORY AND HISTOPATHOLOGY SERVICES (ALL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director, Department of Coroner, to execute as-needed Medical Laboratory and Histopathology Service master agreements, substantially similar to Exhibits I and II. The initial term of the master agreements will become effective upon Board approval and expire on June 30, 2008. The agreements include renewal options to extend for up to five (5) additional one-year, and six (6) month-to-month periods, for a maximum term of six (6) years and six (6) months, expiring no later than December 30, 2013.
2. Authorize annual expenditures for the agreements at the following amounts: 1) Medical Laboratory Services for \$90,000; and 2) Histopathology Services for \$250,000 at a total annual cost of \$340,000.
3. Delegate authority to the Director, Department of Coroner, to execute agreements substantially similar to Exhibits I and II, with new and qualified medical laboratories that contain a one (1) year term, with the option to extend for up to five (5) one-year periods and six (6) month-to-month periods expiring no later than December 30, 2013, and execute applicable administrative amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended actions, the Board is enabling the Department to execute agreements with qualified medical laboratories to obtain on an as-needed basis, specialized drug testing and histopathology services as part of the autopsy function, in appropriate cases.

Furthermore, the recommended actions will provide the Department with a method of ensuring reliable and timely specimen pick-up, processing and analysis reporting, as applicable, from independent laboratories to assist County Physicians in investigating and determining cause or mode of death, in appropriate cases.

Implementation of Strategic Plan Goals

The recommended action supports the County's Strategic Plan Goal 1: Service Excellence; Goal 3: Organizational Effectiveness; and Goal 4: Fiscal Responsibility.

FISCAL IMPACT/FINANCING

The estimated fiscal year (FY) cost for as-needed Medical Laboratory Services is \$90,000; and for as-needed Histopathology Services is \$250,000. The funds are available in the Coroner's departmental budget and will be encumbered annually during each FY for the duration of the agreements and renewal years, if renewal options are exercised.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to Government Code Section 27491, the Department is charged with inquiring into and determining the circumstances, manner, and cause of all violent, sudden, unattended, or unusual deaths. The Coroner has the discretion to determine the extent of the inquiry into any death within his jurisdiction.

The Department has determined that agreements, substantially similar to Exhibits I and II are exempt from (Proposition A) requirements under County Code Section 2.121.250.A.4, in that the Medical Laboratory and Histopathology Services are needed on a part-time and intermittent basis. The Department only requires both services in appropriate cases and contractors will work only on an as-needed basis.

The as-needed Medical Laboratory and Histopathology Services master agreements, substantially similar to Exhibits I and II, satisfy traditional Civil Service exceptions permitting agreements which are exempt under the provisions of Proposition A under County Code Section 2.121.250.A.4.

These agreements are in compliance with County contracting policies and procedures, as set forth by your Board.

CONTRACTING PROCESS

On August 24, 2007, the Department released a solicitation for as-needed Medical Laboratory Services. The Department will release a solicitation for as-needed Histopathology Services no later than October 30, 2007. Advertisement of the solicitation for as-needed Medical Laboratory Services was posted on the Internal Services Department Purchasing and Contracting website, mailed to prospective vendors, and provided electronically upon request. The Department will follow the same advertisement procedure for the Histopathology Services solicitation.

The Department will be responsible for negotiating rates with contractors, not to exceed the Department's budgeted amount for respective services, as appropriate, and screening all interested firms to ensure that they are qualified to perform the required services.

The Department will execute agreements with qualified laboratories, similar to Exhibits I and Exhibit II, which are exempt under the Proposition A, and satisfy traditional exceptions to the Civil Service requirements, on an as-needed basis.

Exhibits I and II have been approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES

Approval of the recommended actions will ensure continued critical services, in appropriate cases, which require as-needed Medical Laboratory and Histopathology Services as part of the Department's inquest to determine cause and mode of death.

The Honorable Board of Supervisors
October 30, 2007
Page 4

It is requested that the Executive Officer/Clerk of the Board, return two (2) signed copies of the approved Board letter to Ms. Elizabeth Seung, Contracts Manager, Department of Coroner, 1104 North Mission Road, Los Angeles, California 90033.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William T. Fujioka", with a long horizontal flourish extending to the right.

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
ATH:LS:yjf

Attachments

c: Joseph Muto, Chief, Forensic Laboratory Division
Robert Ragland, Senior Deputy, County Counsel

Medical.Laboratory.and Histo.Services.bl

EXHIBIT I

MODEL MASTER AGREEMENT



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF CORONER

AND

(CONTRACTOR)

FOR

AS-NEEDED MEDICAL LABORATORY SERVICES

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**Appendix B
Model Master Agreement**

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF CORONER
AND**

**_____
FOR
AS-NEEDED MEDICAL LABORATORY SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 200_ by and between the County of Los Angeles, Department of Coroner hereinafter referred to as "Department" and _____, hereinafter referred to as Contractor, for as-needed Medical Laboratory Services required by the County's Chief Medical Examiner-Coroner (hereinafter "Coroner") who conducts medico-legal investigations in certain deaths.

RECITALS

WHEREAS, the County may contract with private businesses for Medical Laboratory Services when certain requirements are met; and

WHEREAS, the Coroner requires Medical Laboratory Services in selected Coroner cases;

WHEREAS, the Department has found that the Contractor has the ability based upon previous experience and has met the qualifications to provide Medical Laboratory Services required, and

WHEREAS, the Coroner has selected the Contractor who has proposed and desired to provide Medical Laboratory Services to the Coroner;

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director, Department of Coroner (hereinafter "Director") and County's Chief Medical Examiner-Coroner or designee to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B- County's Administration
- 1.3 EXHIBIT B1 -Contractor's Administration
- 1.4 EXHIBIT C - Contractor's EEO Certification
- 1.5 EXHIBIT D - Jury Service Ordinance
- 1.6 EXHIBIT E - Safely Surrendered Baby Law

- 1.7 EXHIBIT F- Sample Work Order Formats
- 1.8 EXHIBIT G - Forms Required Before Work Begins
- 1.9 EXHIBIT H - Subsequent Executed Work Orders
- 1.10 EXHIBIT I - Price Schedule

This Master Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.3 County Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.4 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement. Responsible for coordinating and monitoring the Work Order.
- 2.5 Day(s):** Calendar day(s) unless otherwise specified.

- 2.6 **Director:** Department of Coroner "Director"
- 2.7 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.9 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Coroner.
- 2.10 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.11 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.12 **Statement of Work:** A written description of tasks and/or deliverables desired by County for a specific Work Order.
- 2.13 **Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in the Statement of Work. No work shall be performed by Contractors except in accordance with an executed Work Order.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Work Orders shall be priced at the fixed rates set forth in Exhibit I, Price Schedule. Each Work Order shall describe in the particular type of test required for the performance thereof. Payment for all

work shall be on a fixed priced basis, subject to the Total Maximum Amount specified on each individual Work Order.

- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 Failure of Contractor to provide a response to County within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 County shall execute the Work Order by and through the Department of Coroner staff identified in this Master Agreement. It is understood by Contractor that County has, or may enter into agreements with other providers of said services, and that County reserves the right to itself perform the services with its own County personnel. During the term of this Agreement, Contractor agrees to provide County with the services described in this Agreement.
- 3.6 Following County's execution of a Work Order, Contractor must be available to meet County's required turnaround time specified in the Work Order. Inability of Contractor to comply with the turnaround time may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under Sub-paragraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.41, Termination For Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Director, Department of Coroner and County's Chief Medical Examiner-Coroner or his designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2008 unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to five (5) additional one-year periods and six (6) month to month extensions. Each such option and extension shall be exercised at the sole discretion of the Director, Department of Coroner or his designee as authorized by the Board of Supervisors. The term of the Master Agreement shall expire no later than December 30, 2013.

5.0 CONTRACT SUM

- 5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the Department of Coroner by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation,

merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.4 Invoices and Payments

5.4.1 County shall reimburse Contractor in consideration of the services performed under this Agreement. Contractor shall invoice County monthly, no longer than thirty (30) days in arrears, from the date the test analysis report is received by the County in accordance with the terms, conditions, and at the rates set forth in Exhibit I, Price Schedule.

5.4.2 Payment for all work shall be on a fixed price basis at the rates set forth in Exhibit I, Price Schedule, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Sub-paragraph 8.24, Liquidated Damages.

5.4.3 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director, who shall be responsible for evaluating Contractor's

performance before approval of work and/or payment of invoices is permitted.

5.4.4 Invoices under this Master Agreement shall be submitted to:

County of Los Angeles

Department of Coroner

Attn: Accounting Section

1104 N. Mission Road

Los Angeles, CA 90033

5.4.5 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor shall specify:

- County numbers of the Work Order and Contractor's Master Agreement;
- Period of performance of work being invoiced;
- Coroner case number;
- Type of work performed;
- Individual amount being billed for each test; and the total amount of the invoice.

6.0 **ADMINISTRATION OF MASTER AGREEMENT - COUNTY**

A listing of all County Administration referenced in the following Sub-paragraphs are designated in *Exhibit B*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 **Department of Coroner, Director**

The Director has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department of Coroner and Contractor.

6.2 **County's Project Director**

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.3 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.3.1 The responsibilities of the Project Manager include:

- ensuring that the technical standards and task requirements articulated in the individual Work Order are satisfactorily complied with, and shall provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor assigned to the Work Order, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on the Work Order;
- provide direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.3.2 County's Project Manager is not authorized to make any changes in Work Order rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Sub-paragraph 8.1.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in *Exhibit B1*. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project Manager on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in *Exhibit B1*. Contractor shall promptly notify County in writing of any change in the name(s) or address (es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Contractor's Staff Identification

All Contractor's assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times.

7.4 Background and Security Investigations

7.4.1 All Contractor's performing work under this Master Agreement shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement.

County shall use its discretion in determining the method of background clearance to be used, which may include but not be limited to fingerprinting.

7.4.2 If the Contractor does not pass the background clearance investigation, the County may request that the Contractor be immediately removed from working on the County Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor any information obtained through the County's background clearance investigation.

7.4.3 County may immediately, at the sole discretion of the County, deny or terminate facility access to Contractor that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

7.5 Confidentiality

7.5.1 The Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The Contractor shall comply with all confidentiality provisions of this Master Agreement.

7.5.3 The Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G.

8.0 ADDITIONAL TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of

certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director, Department of Coroner.

8.1.2 The Director, Department of Coroner or his designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by Director, Department of Coroner.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 COMPLAINTS

8.4.1 The Contractor shall investigate all verbal and written complaints submitted by County. Contractor shall notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.4.2 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.3 Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 The Contractor shall indemnify and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees,

agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program:

This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit D* and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its

Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other

direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.9 INTENTIONALLY OMITTED

8.10 INTENTIONALLY OMITTED

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the

Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County

may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall

present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S

COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to

comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after

Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in FEDERAL and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by FEDERAL and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The

Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.18 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.19 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.20 INDEPENDENT CONTRACTOR STATUS

8.20.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.20.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.20.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.20.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 – Confidentiality.

8.21 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.22 GENERAL INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the County and during the term of this Master Agreement, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Master Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense.

8.22.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033
Attn: Contracts Section

prior to commencing services under this Master Agreement. Such certificates or other evidence shall:

- Specifically identify this Master Agreement;
- Clearly evidence all coverages required in this Master Agreement;
- Contain the express condition that the County is to be given written notice by mail at least thirty (30) days in

advance of cancellation for all policies evidenced on the certificate of insurance;

- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Master Agreement; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.22.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than A:VII unless otherwise approved by the County.

8.22.3 Failure to Maintain Coverage: Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the County, shall constitute a material breach of the Master Agreement upon which the County may immediately terminate or suspend this Master Agreement. The County, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the County may purchase such required insurance coverage, and without further notice to

the Contractor, the County may deduct from sums due to the Contractor any premium costs advanced by the County for such insurance.

8.22.4 Notification of Incidents, Claims or Suits: Contractor shall report to the County:

- Any accident or incident relating to services performed under this Master Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the County. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Master Agreement.
- Any injury to a Contractor employee that occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to the Contractor under the terms of this Master Agreement.

8.22.5 Compensation for County Costs: In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Master Agreement, and such failure to comply results in any costs to the County, the Contractor shall pay full compensation for all costs incurred by the County.

8.22.6 Insurance Coverage Requirements for Subcontractors:
The Contractor shall ensure any and all subcontractors

performing services under this Master Agreement meet the insurance requirements of this Master Agreement by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. The County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

8.23 INSURANCE COVERAGE REQUIREMENTS

8.23.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.23.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.23.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore

and Harbor Workers' Compensation Act, Jones Act or any other Federal law for which the Contractor is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.24 LIQUIDATED DAMAGES

8.24.1 If, in the judgment of the Director, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.24.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by the Contractor over a certain time span, the Director or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars \$100 per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.24.3 The action noted in Sub-paragraph 8.24.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.24.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in Sub-paragraph 8.24.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.25 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same

goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

8.26 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.26.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.26.2 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.
- 8.26.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.26.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.26.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.26.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Sub-paragraph 8.26 when so requested by the County.
- 8.26.7 If the County finds that any provisions of this Sub-paragraph 8.26 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.26.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to

the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.27 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.28 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.29 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the Director, Department of Coroner or designee shall resolve it.

8.30 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, if any, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with

the requirements set forth in Internal Revenue Service Notice No. 1015.

8.31 Notice to Employees Regarding the SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, if any, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit E* of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.32 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits B, County's Administration and B1, Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director, Department of Coroner or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.33 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.34 PUBLIC RECORDS ACT

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.36 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.34.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.35 PUBLICITY

8.35.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except

as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.35.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.35 shall apply.

8.36 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank

statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.36.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.36.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

8.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work

performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.37 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.38 SUBCONTRACTING

8.38.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Sub-paragraph 8.41 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.40 TERMINATION FOR CONVENIENCE

8.40.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.40.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work under the Work Order or under this Master

Agreement, as identified in such notice;

- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Sub-paragraph 8.36, Record Retention & Inspection/Audit Settlement.

8.41 TERMINATION FOR DEFAULT

8.41.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.41.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph

8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Sub-paragraph.

8.41.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.41.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet

the required performance schedule. As used in this Sub-paragraph 8.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.41.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.41, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.41, or that the default was excusable under the provisions of Sub-paragraph 8.41.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.40 - Termination for Convenience.

8.41.5 The rights and remedies of the County provided in this Sub-paragraph 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.42 TERMINATION FOR IMPROPER CONSIDERATION

8.42.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.42.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.42.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.43 TERMINATION FOR INSOLVENCY

8.43.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.43.2 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.45 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.46 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.47 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.47 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.48 WARRANTY AGAINST CONTINGENT FEES

8.48.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.48.2 For breach of this warranty, the County shall have the right to terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED MEDICAL LABORATORY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Department of Coroner and Chief Medical Examiner-Coroner and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2007.

COUNTY OF LOS ANGELES

By _____
Anthony T. Hernandez
Director, Department of Coroner

CONTRACTOR

By _____
Signature

Print

Title

APPROVED AS TO FORM:

Raymond G. Fortner, Jr.
County Counsel

By _____
Senior Deputy County Counsel

**COUNTY OF LOS ANGELES
DEPARTMENT OF CORONER**

APPENDIX A

**STATEMENT OF WORK
FOR
MEDICAL LABORATORY SERVICES**

AUGUST, 2007

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ATTACHMENTS

1	REQUIRED TESTS
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APPENDIX A

STATEMENT OF WORK

1.0 SCOPE OF WORK

The County of Los Angeles, Department of Coroner ("Coroner") requires medical laboratory services from qualified Contractors to provide diagnostic analyses of biological specimens from decedents for the purpose of assisting County physician(s) in determining the cause or mode of death, in appropriate cases. The tests required by the Coroner may include, but are not limited to those listed in Attachment 1, Required Tests. The Contractor will be responsible for specimen pick up, analysis and providing a hard copy report of those analyses to the County. County will be responsible for collecting the specimens and preparing them for pickup by the Contractor.

The Contractor providing medical laboratory services to the County must be Clinical Laboratory Improvement Act (CLIA) certified and State licensed to provide medical laboratory services. The Contractor must demonstrate its compliance with the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor must employ appropriate and sufficient number of personnel, including, but not limited to, a full-time laboratory director, pathologist(s), clinical laboratory scientists (CLS), all of whom must have the required credentials, licenses and certificates.

2.0 FACILITIES AND SPECIFIC TASKS

Contractor shall pick up and transport all general test specimens, as ordered by the Coroner, from the location designated below, using its own vehicles, or common carrier approved by County:

County of Los Angeles
Department of Coroner
1104 N. Mission Road
Los Angeles, CA 90033

The Coroner's Forensic Science Laboratory Division will provide the Contractor with specimens that are appropriately labeled, prepared for testing, and packed for pick up. Contractor shall submit all test results to the Coroner Forensic Science Laboratory Division.

3.0 QUALITY CONTROL

3.1 The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the Coroner a consistently high level of service throughout the term of the Agreement that meet, or exceed, all requirements of the College of American Pathologists (CAP), CLIA and any other appropriate accreditation or licensing agency. The Plan shall include, but is not limited to the following:

3.1.1 Method of monitoring to ensure that tests conducted are in compliance with the requirements set forth by CAP, CLIA, or any other appropriate accreditation or licensing agency;

3.1.2 The Quality Control Plan shall include, but is not limited to, the following information:

1. Specific activities to be monitored;
2. Methods of monitoring to include methods of verifying authenticity of reports and methods to ensure quality of services;
3. Frequency of monitoring;
4. Samples of forms to be used in monitoring;
5. Job title and level of personnel performing monitoring functions.

- 3.1.3 Contractor shall have an ongoing system of quality assurance/improvement and shall keep quality control records and records of all inspections conducted by Contractor. These records, which must include, but is not limited to, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to Coroner upon request.
- 3.2 The Contractor shall have an ongoing system of quality assurance/improvement, and shall keep quality control records in accordance with Federal and State regulations on each laboratory test it performs, which shall include, but not limited to, methods for determination of test accuracy and for determination of test reproducibility. The Contractor shall also participate in national proficiency survey programs and in the publication of a detailed procedures manual, or manuals, describing the tests performed in the Contractor's laboratory.
- 3.3 County's representatives shall have access to these records when such access is required for the administration or audit of this Agreement. The Contractor shall be prepared to provide details of its procedures used, including documentation of source material, accuracy, sensitivity, specificity, and precision for each test provided; shall provide periodic publication of normal ranges (or reference limits), including mean values and standards of deviations, or ninety-five percent (95%) confidence limits, whichever is appropriate; and shall provide accurate information regarding proper preservation of samples, as well as any alterations of the sample which may interfere with tests or proper interpretation of test results.
- 3.4 County Inspection

Contractor shall be prepared to make its personnel, facilities, and techniques available for inspection at reasonable times without prior notice by representatives of the Coroner, County's Auditor-Controller and/or the State Department of Health Services, if applicable, to review the medical laboratory services.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in the Agreement.

4.1 Contract Discrepancy Report

Verbal notification of a contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

County's Project Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's Project Manager within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to County's Project Manager within ten (10) workdays.

4.2 County Observations

In addition to departmental contract staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

5.0 DEFINITIONS

- 5.1 Assay: An analysis of a laboratory test.
- 5.2 Medical Laboratory Services: The services provided by Contractor under this Agreement including, but not limited to the following: 1) maintaining proper accreditations and licenses to operate as a high complexity clinical laboratory; 2) picking up decedent test specimens for analysis from Coroner location designated in Paragraph 2.0; 3) maintaining the integrity of test specimens during transport, testing and analysis; 4) reporting test results in numerical format, interpretive results, if required, and other related test information both verbally by phone and by hardcopy printed report sent by a computer to computer interface for critical value test results; 5) submitting proper billing and other special reports as may be required by Coroner; and 6) participating in periodic quality assurance/improvement reviews and correcting any deficiencies as found by Coroner or any accreditation or licensing agencies.
- 5.3 Turnaround Time (TAT): The interval of time from when the specimens are picked up from Coroner facility, or Contractor has been notified to pick up specimens to the time the printed test results are returned to Coroner by Contractor.

For routine tests (i.e., laboratory tests that are neither Critical Value or STAT), it is the interval from the scheduled pick up day and time as specified in this Statement of Work to the time the results are transmitted to Coroner. For routine tests, the TAT is five (5) work days.

For STAT tests, it is the interval from the time Contractor has been notified to pick up the STAT specimen(s) to the time the printed STAT test result is transmitted to Coroner. For STAT tests required by the Coroner, the TAT time is a maximum twenty-four (24) hours.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

6.1 County Personnel

The County will administer the Agreement according to Appendix B, Sample Agreement, Paragraph 6.0 (Administration of Master Agreement – County). Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Agreement.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Appendix B Sample Agreement, Sub Paragraph 8.1 (Amendments).

6.2 Furnished Items

- 6.2.1 The Coroner will provide the Contractor with specimens that are appropriately labeled, prepared for testing, and packed for transport. These specimens will be for routine and STAT tests, as ordered by Coroner. For STAT tests, Coroner will clearly label or tag each test vial and envelope as "STAT" so Contractor will begin the testing process when the STAT specimens are received at the Contractor's laboratory. Coroner staff will ensure the integrity of the specimens at all stages of preparation prior to transport, keeping specimens at room temperature, body temperature, refrigerated or frozen as required.

6.3 Project Manager

- 6.3.1 The Contractor shall provide a full-time Project Manager. The Contractor shall provide a telephone number where the Project Manager may be reached on a twenty-four (24) hour per day basis.

6.3.2 Contractor's Project Manager, who must demonstrate previous experience in the management of work requirements for projects similar in size and complexity, shall act as a central point of contact with County's Project Manager on matters relating to Agreement requirements.

6.3.3 Contractor's Project Manager shall have full authority to act for the Contractor on all matters relating to the daily operation of the Agreement. The Project Manager shall be able to effectively communicate, in English, both orally and in writing.

6.4 Contractor Personnel

6.4.1 The Contractor shall have at least one (1) full-time laboratory director who meets CLIA qualification requirements for laboratories conducting high complexity testing and has at least three (3) years experience supervising or directing high complexity testing.

Contractor's laboratory director must be available to consult with County's Project Director and/or County's Project Manager by phone to discuss laboratory testing matters, including, but not limited to, receipt of tests/specimens, testing methodology, results, reports and all other service related information. If approved by County's Project Director, Contractor may have more than one (1) full-time laboratory director to fulfill the requirement.

6.4.2 Contractor shall employ sufficient numbers of full-time California licensed physicians and Ph.D. scientists commensurate with the complexity, diversity and quality of the tests performed to

supervise and review the accuracy of the laboratory tests and work performed by Contractor's laboratory staff, and to read and render final interpretations of test results.

- 6.4.3 The Contractor shall assign a sufficient number of full-time State-licensed clinical laboratory scientists and other laboratory personnel to perform the necessary tests. At least one employee on site shall be authorized to act for Contractor on technical issues and must speak and understand English.
- 6.4.4 Contractor shall ensure that all of its specimen pickup drivers, whether employed or hired, have: 1) valid California driver's licenses, 2) satisfactory driving records, and 3) are trained in bio-hazardous materials handling and spill cleanup.
- 6.4.5 Contractor's employees providing services under this Agreement may undergo a criminal background check conducted by the Coroner. The Coroner may evaluate the classification of crime(s) committed, dates committed, and analyze the criminal behavior pattern. This check is independent of Contractor's background and security procedures and policies.

The Coroner will not allow anyone with a criminal conviction of any kind to provide services under this Agreement. The County reserves the right to require the Contractor to remove any such employee immediately from performing work under this Agreement. County's Project Manager shall have the discretion to determine the suitability of Contractor's employees for providing services under this Agreement. This does not preclude Contractor from employing such individuals for other non-County projects or contracts.

6.5 Uniforms/Identification Badges

- 6.5.1 Contractor employees assigned to pick up specimens from the locations designated in Paragraph 2.0 must at all times wear an appropriate uniform and/or display a photo identification badge from the Contractor or courier service. At a minimum, uniform should consist of a shirt with the company name on it. All uniforms, as required and approved by County's Project Director or County's Project Manager, will be provided by and at Contractor's expense.
- 6.5.2 The Contractor shall furnish and require that every on-duty employee assigned to pick up specimens wear a visible photo identification badge, identifying employee by name, physical description, and company. Such badge shall be displayed on employee's person at all times he/she is on County designated property.

6.6 Materials and Equipment

The purchase of all materials, laboratory, and data handling equipment to provide the needed services is the responsibility of the Contractor. Contractor shall ensure that the operation and maintenance of the laboratory equipment will assure satisfactory performance of required tests. Contractor shall ensure that the materials and equipment used are safe for the environment and safe for use by its employees.

6.7 Training

- 6.7.1 The Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- 6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment and hazardous waste disposal. All equipment shall be checked for safety by Contractor's laboratory operations supervisory staff daily. All employees must wear safety

and protective gear according to OSHA standards and Federal and State regulations for clinical laboratories.

6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints, which may be received regarding the Contractor's performance of the Agreement. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service within two (2) hours of receipt of the call.

7.0 WORK SCHEDULES

- 7.1 Contractor shall ensure that all laboratory tests, including critical value and STAT tests will be available on an appropriate production schedule, as needed to meet the Coroner's established TAT.
- 7.2 Most of the tests required by Coroner are for general laboratory tests and are considered routine, in which the Coroner's required TAT is five (5) work days.
- 7.3 In the event of urgent or emergency situations, Coroner requires test results almost immediately. These are referred to as STAT test. STAT test must be prepared and processed separately from the routine tests.
- 7.4 For STAT tests required by the Coroner, the TAT time is a maximum twenty-four (24) hours, unless otherwise indicated by Coroner.

8.0 UNSCHEDULED WORK

- 8.1 From time to time, County's Project Manager may authorize the Contractor to perform unscheduled work.

- 8.2 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the specified turnaround time.

9.0 SPECIFIC WORK

9.1 Contractor Requirements

- 9.1.1 All tests listed in Attachment 1 shall be available and performed in Contractor's laboratory, unless otherwise approved by County's Project Director to be performed elsewhere, as required by this Agreement. The Coroner reserves the right to utilize the services of other laboratories, at anytime.
- 9.1.2 County's Project Manager may require Contractor to perform tests not specified in Attachment 1, but which are contained in Contractor's published commercial fee schedule.
- 9.1.3 Contractor shall pick up and transport all general test specimens, as ordered by the Coroner, from the location designated in Paragraph 2.0, using its own vehicles, or common carrier approved by County. Since several hours may elapse between the time the specimens are picked up at the designated location to the delivery to Contractor's laboratory, depending upon the pickup route and schedule, the Contractor shall ensure the integrity of the specimens during transport from the pick up site to Contractor's laboratory by keeping specimens at appropriate temperatures: room temperature (25° C/72-75° F), body temperature (35-37° C/98.6° F), refrigerator temperature (4° C/32° F), or frozen (-20° C/-6° F).
- 9.1.4 The Contractor shall ensure that all test samples are handled under properly controlled and secured conditions at all times,

including but not limited to, specimen pickup, transportation, return to Contractor's laboratory, test preparation, testing, and analysis, as needed to maintain the integrity and security of the test specimens to be analyzed, and as required to achieve, or verify, accurate test results.

- 9.1.5 The Contractor shall provide to the Coroner upon request, all bottles, carriers, cold and warm packs, vials, and other supplies required to stabilize samples and maintain sample integrity in transit to its laboratory. Such supplies shall be provided within seven (7) days of the request by Coroner at no additional cost to the Coroner. All supplies regularly available to Contractor's regular commercial customers shall be made available to Coroner, upon request.
- 9.1.6 The Contractor shall provide all laboratory test equipment, office equipment, supplies and personnel, as needed, to provide services specified in this Statement of Work.
- 9.1.7 Contractor shall either own, lease, or rent, at its own expense, a medical laboratory facility, preferably located in Los Angeles County, that is specifically designed to run tests and analyze test samples.
- 9.1.8 The Contractor shall maintain records for all services performed for a period no less than five (5) years, or as required by law.

9.2 Test Results

The Contractor must analyze test results for all routine and STAT specimens. These results must be reported as a hard copy back to the Coroner.

9.3 Reporting Turnaround Times

The turnaround times (TAT) for reporting test results shall be as follows:

1. For routine test, the TAT shall not exceed the required time more than ten percent (10%) of the time per month.
2. Contractor shall prioritize test requests so that STAT orders will supersede routine test orders. The TAT for reporting the STAT tests results are:
 - a. The TAT for STAT orders must not exceed a maximum of twenty-four (24) hours from the time the Contractor is notified of a specimen pick up more than five percent (5%) of the time per month.
 - b. The pick up time from the Coroner for STAT specimens must not exceed sixty (60) minutes from the time the Contractor is notified by Coroner more than ten percent (10%) of the time per month.

9.4 Reporting Test Results

1. General Laboratory Test results will be reported and sent to County in hard copy formats within the specified TAT. The printouts must, at a minimum, include Coroner Case Number, date, Coroner specimen (accession) number, name of requesting physician, date and time of specimen pick up, date and time of receipt by Contractor, date and time test completed, date and time of report, and report/result, with interpretation as necessary.

Report must contain all data and information, as applicable that are required by the State Department of Health.

3. For STAT test results, County shall be notified by telephone, fax, and hard copy. STAT test results shall include documentation of the name and title of County staff receiving the information, date and time of notification, the test results/interpretation, and name and title of Contractor's laboratory employee reporting the test results. Coroner's Forensic Science Laboratory Division Support Services can be reached by telephone at (323) 353-0530 and by fax at (323) 222-5171.

9.5 Subcontracting Due to Temporary Shut Down of an Assay Procedure

If the Contractor determines that it is temporarily [three (3) days or less] unable to perform a certain type of assay satisfactorily because of an "out of control" assay or instrument breakdown, Contractor may refer County specimens submitted for such assay to another licensed laboratory. Written notification to County's Project Manager will be required. Written County approval is required before Contractor can submit any specimens to another laboratory for testing, and then only under the following conditions:

1. Contractor shall be equally responsible to County for such subcontracting services as for services it provides directly;
2. Except as set forth in this Subparagraph 9.5, all tests and reporting requirements of this Agreement shall be the same for tests referred by the Contractor to an outside laboratory;

3. Contractor's reports of test results and billing shall clearly reflect the subcontractor laboratory that performed the test and the specific reason as to why Contractor could not perform the test;
4. If the Contractor determines that it will be necessary to use a subcontractor laboratory for more than three (3) consecutive days, Contractor shall give written notice to County's Project Manager within twenty four (24) hours of referral to the subcontractor laboratory.
5. The charges billed by Contractor for any services provided by a subcontractor laboratory under this Subparagraph 9.5 shall not exceed the charges billed to County when the services are directly provided to the County by the Contractor.
6. All subcontractor laboratories and their staff must meet all applicable licensure requirements of Federal and State laws.

10.0 REPORTING REQUIREMENTS

10.1 Contractor will provide an audit trail of laboratory contract activities in the area of tests requested and results reported. A list of services and the fees will be provided to County on a quarterly basis. The following reports must be submitted to County's Project Manager by the fifth (5) working day of every quarter.

10.2 At a minimum, Contractor shall provide the following quarterly report:

1. Quarterly Report:

All laboratory tests performed in the preceding three (3) months shall be sorted and listed by specimen (accession) number or at least by date of receipt to facilitate the auditing of the charges.

Data elements shall include, but is not limited to, the following elements:

- a. Decedent name;
- b. Coroner case number;
- c. Coroner specimen number;
- d. Date and time specimen received;
- e. Date and time test completed;
- f. Date and time test results reported;
- g. Test charges, including any applicable discount/year-to-date (total) charges

ATTACHMENT 1

The most common tests required by the Department of Coroner may include, but are not limited to the following:

1. Albuterol
2. Baclofen
3. Buprenorphine
4. Chloride
5. Clonazepam
6. Creatinine
7. Electrolyte Panels
8. Ethylene Glucol
9. Glucose
10. Heavy Metals
11. Hepatitis Panels
12. HIV
13. Lithium
14. Oxcarbazepine
15. Pediatric Screening
16. Potassium
17. Sodium
18. Tryptase